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**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

In re: **James Elliott McKnight**
421 South Washington
Seymour, TX 76380

xxx-xx-1168

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Case No:

Date: **1/28/2019**

Chapter 13

Teresa T Amason
421 South Washington
Seymour, TX 76380

xxx-xx-0703

Debtor(s)

**DEBTOR'S(S)' CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☒ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☐ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **\$1,480.00**

Plan Term: **60 months**

Plan Base: **\$88,800.00**

Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**

Monthly Disposable Income per § 1325(b)(2): **\$0.00**

Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No:

Debtor(s): **James Elliott McKnight**
Teresa T Amason**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$1,480.00 per month, months 1 to 60.

For a total of \$88,800.00 (estimated "*Base Amount*").

First payment is due 2/27/2019.

The applicable commitment period ("*ACP*") is 60 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:
\$0.00.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:
\$0.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
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C. ATTORNEY FEES: To Lee Law Firm, PLLC, total: \$3,700.00;
\$440.00 Pre-petition; \$3,260.00 disbursed by the *Trustee*.

Case No:

Debtor(s): **James Elliott McKnight
Teresa T Amason****D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
21st Mortgage 2008 Deer Valley Mobile Home	\$6,392.70	1/31/2019	0.00%	Month(s) 1-60	\$106.55

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
21st Mortgage 2008 Deer Valley Mobile Home	59 month(s)	\$1,065.45	04/01/2019

D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
21st Mortgage 2008 Deer Valley Mobile Home	\$2,130.90	2/1/19-3/1/19	0.00%	Month(s) 1-60	\$35.52

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
Tower Loan of Farmerville 2003 Toyota Tacoma	\$2,158.62	\$3,000.00	0.00%	Month(s) 1-60	\$35.98

B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the Collateral to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
Karen Scott Mobile home	\$2,413.44	0.00%	Month(s) 1-60	\$40.23

B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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Case No:

Debtor(s): **James Elliott McKnight**
Teresa T Amason

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
Capital One	\$6,881.00	\$6,881.00	Surrender
2002 Polaris UTV			
Ford Credit	\$62,279.12	\$62,279.12	Surrender
2015 Ford F350			

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Brownings Reliable Cars and Trucks	2006 GMC Yukon Denali (approx. 123,000 miles)	\$13,069.54

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
Bank of The West	\$0.00	
Capital One	\$1,195.00	
Capital One	\$1,113.00	
Danny Hrnecirik	\$2,100.00	

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Debtor(s): **James Elliott McKnight**
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Discover	\$7,559.00
Kay Jewelers	\$3,236.00
Kell West Regional Hospital	\$3,200.71
Radiology Associates of Wichita Falls	\$192.00
SAM'S CLUB DC	\$7,029.00
Sears	\$4,125.00
Seymour Hospital	\$100.00
Seymour Hospital	\$60.00
Seymour Hospital Rural Health Clinic	\$72.00
Synco/Mega Group USA	\$2,056.00
SYNCB/Sams Club	\$5,319.00
SYNCB/WALMART	\$1,334.00
SYNCB/WALMART	\$5,179.00
SYNCB/WALMART	\$6,775.00
Synchrony Bank	\$4,625.00
TOTAL SCHEDULED UNSECURED:	\$55,269.71

The *Debtor's(s)* estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 1%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Brad Hammack	Assumed	\$0.00		

SECTION II
DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

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Debtor(s): **James Elliott McKnight**
Teresa T Amason

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

Case No:

Debtor(s): **James Elliott McKnight**
Teresa T Amason

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the AAPD.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

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Teresa T Amason

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 *Plan*, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

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4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No:

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Teresa T Amason

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Karla M. Balli

Karla M. Balli, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Karla M. Balli

Karla M. Balli, Debtor's(s') Counsel

24035997

State Bar Number

Case No:

Debtor(s): **James Elliott McKnight**
Teresa T Amason**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **28th day of January, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **January 28, 2019****/s/ Karla M. Balli**

Karla M. Balli, Debtor's(s') Counsel

21st Mortgage
xxx0801
PO Box 477
Knoxville, TN 37901

Capital One
xxxxxxxxxxx2435
P.O. Box 85619
Richmond, VA 23285-5619

Ford Credit
xxxxx1166
P.O. Box 542000
Omaha, NE 68154-8000

21st Mortgage
xxxx801-0
PO Box 477
Knoxville, TN 37901

Capital One
xxxxxxxxxxx7791
P.O. Box 7680
Carol Stream, IL 60116-7680

Internal Revenue Service
Special Procedures-Insolvency
P.O. Box 7346
Philadelphia, PA 19101-7346

Allen & Withrow
Attorney at Law
12410 Cantrell, Ste 100
Little Rock, AR 72223

Capital One
xxxx-xxxx-xxxx-2455
P.O. Box 85619
Richmond, VA 23285-5619

James Elliott McKnight
421 South Washington
Seymour, TX 76380

Bank of The West
xxxxx0230
P.O. Box 4024
Alameda, CA 94501

Comenity Bank/Stage
0703
P.O. Box 182789
Columbus, OH 43218

JC Penney
xxxxxxx4941
PO Box 985064
Orlando, FL 32896

Brad Hammack
400 S Main St
Seymour, TX 76380

Danny Hrnecirik
406 S. Tackitt
Seymour, TX 76380

Karen Scott
101 N Washington, Room 106
El Dorado, AR 71730-5661

Brownings Reliable Cars and Trucks
4570 Seymour Hwy
Wichita Falls, TX 76309

Discover
xxxx-xxxx-xxxx-7981
P.O. Box 790213
Saint Louis, MO 63179-0213

Kay Jewelers
8213
PO Box 1799
Akron, OH 44309

Case No:

Debtor(s): **James Elliott McKnight**
Teresa T Amason

Kell West Regional Hospital 5420 Kell West Wichita Falls, TX 76310	Radiology Associates of Wichita Falls xxxxxxxxx0611 P.O. Box 732877 Dallas, TX 75373	Stoneleigh Recovery Associates, LLC xxx7563 PO Box 1479 Lombard, IL 60148
Midland Funding xxxxxx4032 2365 Northside Dr Ste 300 San Diego, CA 92108	Robert B Wilson 1407 Buddy Holly Ave Lubbock, TX 79401	Syncb/Mega Group USA 1168 950 Forrer Blvd Dayton, OH 45420
Midland Funding xxxxxx1619 2365 Northside Dr Ste 300 San Diego, CA 92108	SAM'S CLUB DC xxxx-xxxx-xxxx-0516 PO BOX 960013 Orlando, FL 32896-0013	SYNCB/Sams Club 0703 P.O. Box 965005 Orlando, FL 32896
Office of the Attorney General Main Justice Building, Room 5111 10th & Constitution Avenue, N.W. Washington, D.C. 20530	Sears xxxx-xxxx-xxxx-7287 PO Box 78051 Phoenix, AZ 85062	SYNCB/WALMART xxxxxxxxxxxx9077 PO BOX 530927 Atlanta, GA 30353-0927
Office of the Attorney General Child Support Division P.O. Box 12017 Austin, Texas 78711-2017	Seymour Hospital xxxx4131 200 N Stadium Dr. Seymour, TX 76380	SYNCB/WALMART xxxx-xxxx-xxxx-4545 PO BOX 960013 Orlando, FL 32896-0013
Portfolio Recovery Associates, LLC xxxx-xxxx-xxxx-4545 120 Corporate Blvd., Ste. 100 Norfolk, VA 23502	Seymour Hospital xxxx4190 200 N Stadium Dr. Seymour, TX 76380	SYNCB/WALMART xxxx-xxxx-xxxx-8652 PO BOX 965024 Orlando, FL 32896
Portfolio Recovery Associates, LLC xxxxxxxxxxxx1494 120 Corporate Blvd., Ste. 100 Norfolk, VA 23502	Seymour Hospital Rural Health Clinic x0827 200 N Stadium Dr. Seymour, TX 76380-2343	Synchrony Bank xxxxxxxxxxxx7922 PO Box 960061 Orlando, FL 32896-0061
Progressive Leasing 256 West Datat Dr Draper, UT 84020	State Comptroller of Public Accounts Revenue Accounting Division Bankruptcy Section P.O. Box 13528 Austin, Texas 78711	Texas Alcohol Beverage Commission License and Permits Division P.O. Box 13127 Austin, Texas 78711-3127

Case No:

Debtor(s): **James Elliott McKnight**
Teresa T Amason

Texas Attorney General's Office
Bankruptcy-Collections Division
P.O. Box 12548
Austin, Texas 78711

Texas Workforce Commission
TEC Building-Bankruptcy
101 East 15th Street
Austin, Texas 78778

The Bureaus Inc
xxxxx3392
1717 Central St
Evanston, IL 60201

Tower Loan of Farmerville
xxx0669
380 Bernice Hwy
Suite 2
Farmerville, LA 71241

United States Attorney
Office of the United States Attorney
3rd Floor, 1100 Commerce Street
Dallas, Texas 75242-1699

United States Trustee
Office of the United States Trustee
1100 Commerce Street, Room 976
Dallas, TX 75242-1699*

Lee Law Firm, PLLC
 8701 Bedford Eulless Rd., Suite 510
 Hurst, TX 76053

Bar Number: **24035997**
 Phone: **(817) 265-0123**

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION
 Revised 10/1/2016

IN RE: **James Elliott McKnight**
 421 South Washington
 Seymour, TX 76380

xxx-xx-1168

§ CASE NO:
 §
 §
 §
 §

Teresa T Amason
 421 South Washington
 Seymour, TX 76380

xxx-xx-0703

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: 1/28/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount		\$1,480.00
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$147.50	\$148.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$39.90	\$0.00
Subtotal Expenses/Fees	\$192.40	\$148.00
Available for payment of statutory fees and charges. Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$1,287.60	\$1,332.00

SECURED CREDITORS (INCLUDING PRE-PETITION MORTGAGE ARREARS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Tower Loan of Farmerville	2003 Toyota Tacoma	\$2,158.62	\$3,000.00	1.25%	\$37.50
Total Adequate Protection Payments:					\$37.50

DOMESTIC SUPPORT OBLIGATION CREDITORS:

Name	Scheduled Amount	Adequate Protection Percentage	Adequate Protection Payment Amount
Total Adequate Protection Payments:			\$0.00

Case No:

Debtor(s): James Elliott McKnight
Teresa T Amason**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
21st Mortgage	2008 Deer Valley Moblie Home	04/01/2019	\$85,343.00	\$75,000.00	\$1,065.45
Total Adequate Protection Payments:					\$1,065.45

SUMMARY OF PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee and Chapter 13 Trustee Percentage Fee):	
Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Secured Creditors @ min. of 1.25%	\$37.50
Adequate Protection to Domestic Support Obligations @ min. of 1.25%	\$0.00
Debtor's Attorney, pro rata:	\$1,250.10
Disbursements starting month 2 (after payment of Clerk's Filing Fee and Chapter 13 Trustee Percentage Fee):	
Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$1,065.45
Adequate Protection to Secured Creditors @ min. of 1.25%	\$37.50
Adequate Protection to Domestic Support Obligations @ min. of 1.25%	\$0.00
Debtor's Attorney, pro rata:	\$229.05

DATED: 1/28/2019/s/ Karla M. Balli

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

IN RE: James Elliott McKnight
Debtor

CASE NO.

Teresa T Amason
Joint Debtor

CHAPTER 13

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on January 28, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Karla M. Balli

Karla M. Balli
Bar ID:24035997
Lee Law Firm, PLLC
8701 Bedford Eules Rd., Suite 510
Hurst, TX 76053
(817) 265-0123

21st Mortgage
xxx0801
PO Box 477
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Seymour, TX 76380

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Attorney at Law
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Discover
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Saint Louis, MO 63179-0213

Bank of The West
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Alameda, CA 94501

Capital One
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P.O. Box 85619
Richmond, VA 23285-5619

Ford Credit
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P.O. Box 542000
Omaha, NE 68154-8000

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

IN RE: James Elliott McKnight
Debtor

CASE NO.

Teresa T Amason
Joint Debtor

CHAPTER 13

CERTIFICATE OF SERVICE

(Continuation Sheet #1)

Internal Revenue Service
Special Procedures-Insolvency
P.O. Box 7346
Philadelphia, PA 19101-7346

Midland Funding
xxxxxx1619
2365 Northside Dr Ste 300
San Diego, CA 92108

Robert B Wilson
1407 Buddy Holly Ave
Lubbock, TX 79401

James Elliott McKnight
421 South Washington
Seymour, TX 76380

Office of the Attorney General
Main Justice Building, Room 5111
10th & Constitution Avenue, N.W.
Washington, D.C. 20530

SAM'S CLUB DC
xxxx-xxxx-xxxx-0516
PO BOX 960013
Orlando, FL 32896-0013

JC Penney
xxxxxxx4941
PO Box 985064
Orlando, FL 32896

Office of the Attorney General
Child Support Division
P.O. Box 12017
Austin, Texas 78711-2017

Sears
xxxx-xxxx-xxxx-7287
PO Box 78051
Phoenix, AZ 85062

Karen Scott
101 N Washington, Room 106
El Dorado, AR 71730-5661

Portfolio Recovery Associates, LLC
xxxx-xxxx-xxxx-4545
120 Corporate Blvd., Ste. 100
Norfolk, VA 23502

Seymour Hospital
xxxx4131
200 N Stadium Dr.
Seymour, TX 76380

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Akron, OH 44309

Portfolio Recovery Associates, LLC
xxxxxxxxxxxx1494
120 Corporate Blvd., Ste. 100
Norfolk, VA 23502

Seymour Hospital
xxxx4190
200 N Stadium Dr.
Seymour, TX 76380

Kell West Regional Hospital
5420 Kell West
Wichita Falls, TX 76310

Progressive Leasing
256 West Datat Dr
Draper, UT 84020

Seymour Hospital Rural Health Clinic
x0827
200 N Stadium Dr.
Seymour, TX 76380-2343

Midland Funding
xxxxxx4032
2365 Northside Dr Ste 300
San Diego, CA 92108

Radiology Associates of Wichita Falls
xxxxxxxxxx0611
P.O. Box 732877
Dallas, TX 75373

State Comptroller of Public Accounts
Revenue Accounting Division
Bankruptcy Section
P.O. Box 13528
Austin, Texas 78711

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

IN RE: **James Elliott McKnight**
Debtor

CASE NO.

Teresa T Amason
Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Stoneleigh Recovery Associates, LLC
xxx7563
PO Box 1479
Lombard, IL 60148

Texas Alcohol Beverage Commission
License and Permits Division
P.O. Box 13127
Austin, Texas 78711-3127

Synco/Mega Group USA
1168
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Texas Attorney General's Office
Bankruptcy-Collections Division
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Austin, Texas 78711

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Texas Workforce Commission
TEC Building-Bankruptcy
101 East 15th Street
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Evanston, IL 60201

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Orlando, FL 32896-0013

Tower Loan of Farmerville
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Synchrony Bank
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Orlando, FL 32896-0061

United States Trustee
Office of the United States Trustee
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Dallas, TX 75242-1699*